

**CITY COUNCIL**

The City of Orange Township, New Jersey

DATE December 19, 2006NUMBER 412-2006**TITLE:**

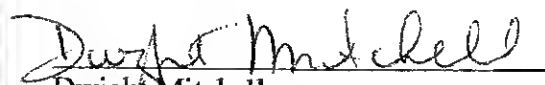
**A RESOLUTION AUTHORIZING RATIFICATION OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF ORANGE TOWNSHIP AND THE ORANGE MUNICIPAL EMPLOYEES BENEVOLENT ASSOCIATION, OFFICE OF PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 32**


**WHEREAS**, the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32, have concluded negotiations of the collective bargaining agreement for the period July 1, 2005 through June 30, 2008; and

**WHEREAS**, the attached Memorandum of Agreement modifies, amends and supplements the prior Collective Bargaining Agreement, reflecting the agreement between the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32, for the period July 1, 2005 through June 30, 2008.

**NOW, THEREFORE, BE IT RESOLVED** by the Municipal Council of the City of Orange Township, that the Collective Bargaining Agreement between the City of Orange Township and the Orange Municipal Employees Benevolent Association, Office of Professional Employees International Union, Local 32 is hereby ratified and approved.

Adopted: December 19, 2006

  
Dwight Mitchell  
Municipal Clerk

  
Tency A. Eason  
Council President

REGULAR MEETING – DECEMBER 19, 2006

ON CONSENT AGENDA

MOTION TO ADOPT: Rimes

SECOND: Gaunt

**YEAS:** Abdul-Rasheed, Gaunt, Marable, Page, Rimes & Council President Eason  
**NAYS:** None  
**ABSTENTIONS:** None  
**ABSENCE:** Perkins

APPROVED AS TO FORM, SUFFICIENCY AND LEGALITY

# ORANGE MUNICIPAL EMPLOYEES BENEVOLENT ASSOCIATION

## MEMORANDUM OF AGREEMENT

The City of Orange Township ("City") and the Orange Municipal Employees Benevolent Association, Essex Council No.1/Local 32 O.P.E.I.U ("OMEBA") agreed to recommend for ratification and approval the following Memorandum of Agreement ("MOA"):

1. Duration: July 1, 2005 to June 30, 2008
2. Wages:

<u>Dates:</u>	<u>Salary Increases:</u>
7/1/05	3%
7/1/06	3%
7/1/07	3%
3. Health Benefits:
  - (a) Health Insurance Benefits for Retirees: Effective 7/1/07, new employees hired on, or after this date, will not be eligible to receive municipal paid health insurance benefits upon retirement.
4. Prescription Benefits:
  - (a) Prescription Co-Pay: Effective upon ratification of this MOA, co-pays for the City's prescription plan will increase to \$10 for generic drugs and \$20 for name brand drugs for all members of OMEBA.
5. Funeral Leave:
  - (a) Effective upon ratification of this MOA, time off with pay, if scheduled to work, is not to exceed four (4) consecutive working days in the event of a death in the employee's immediate family. Immediate family shall be defined as: spouse, father, mother, child (natural, adopted or foster), father-in-law, mother-in-law, grandchildren, grandparent of employee or spouse, sister, brother, sister-in-law, brother-in-law, and individuals residing in his/her household.
  - (b) Funeral leave for aunts, uncles, nieces, and nephews shall be limited to one working day, if scheduled to work.
  - (c) A limitation of two funeral leave periods per year shall be allowed. Any additional need for funeral leave shall be subject to the use of the employee's accumulated vacation or personal leave allocation.
6. Emergency Call-In Time: Effective upon ratification of this MOA, emergency call-in time shall be defined as being called-in for any emergency, which may arise over and beyond the Employee's normal day shift. Emergency call-in time is required of all full-time DPW employees. Any employee who is called in for emergency call-in time before or after his/her regularly scheduled working hours shall be guaranteed a minimum of three (3) hours compensation at the applicable overtime rate whether or not the full three (3) hours are worked, payable, however, no more than once in every twenty-four (24) hour period.

7. Stand-by Time:

- (a) Stand-by time for Code Enforcement Inspectors: shall be defined as a pre-arranged assignment to be available for designated types of emergencies, which may arise over a specified period of time. Stand-by time is in effect for Friday nights, Saturdays, Sundays and Holidays during the annual "Heat Complaint Hotline Season" from October 1 – May 1. Stand-by time is required of all full-time Code Enforcement Inspectors.

In the event that a covered employee is on stand-by for possible emergency response on a Friday night, Saturday, Sunday, or holiday, the covered employee shall be paid two (2) hours of pay at their regular rate of pay for each such day on stand-by. This stand-by pay shall be in addition to the employee's salary for time worked at the applicable hourly rate. However, in the event such employee actually works on a day for which he/she is on stand-by, there shall be no duplication of stand-by pay and pay for hours actually worked.

A list of those Employees eligible to be assigned to stand-by duty for each week of the Heating Complaint season shall be posted at least 30 days prior to October 1<sup>st</sup> of each year. In the event a designated Employee is unable, for any reason, to be on stand-by, he/she shall be given the opportunity to secure a qualified replacement and shall submit written confirmation of such replacement or substitution to his immediate superior within a reasonable time prior to the commencement of such stand-by duty.

Failure of an employee to work such stand-by time shall subject the employee to disciplinary action, except that an employee may be relieved of such obligation on an incident-by-incident basis for health, family or other good and valid reason, properly documented. Such relief shall not be unreasonably withheld.

- (b) Stand-by Time for DPW Employees: Stand-by time for DPW employees shall be defined as a pre-arranged assignment to be available for general emergencies, which may arise during a specified period of time. Stand-by time is in effect for Friday nights, Saturdays, Sundays and Holidays on an annual basis. Stand-by time is assigned to designated DPW employees on a weekly basis.

In the event that a covered employee is on stand-by for possible emergency response on a Friday night, Saturday, Sunday, or holiday, the covered employee shall be paid two (2) hours of pay at their regular rate of pay for each such day on stand-by. This stand-by pay shall be in addition to the employee's salary for time worked at the applicable hourly rate. However, in the event such employee actually works on a day for which he/she is on stand-by, there shall be no duplication of stand-by pay and pay for hours actually worked.

A list of those Employees eligible to be assigned to stand-by duty for each week shall be posted in an appropriate location. In the event the designated Employee is unable, for any reason, to be on stand-by he/she shall notify his/her immediate Supervisor within a reasonable time prior to the commencement of such stand-by duty in order to allow for the selection of a substitute.

Failure of an employee to work such stand-by time shall subject the employee to disciplinary action, except that an employee may be relieved of such obligation on an incident-by-incident basis for health, family or other good and valid reason, properly documented. Such relief shall not be unreasonably withheld.

8. Clothing and Uniforms: Effective upon ratification of this MOA, the City will provide a maximum of \$75.00 per Public Works employee for work shoes. It is mandatory that each employee spend \$75.00 per year on work shoes and produce proof of purchase. However, if the employee purchases a better quality shoe than that of \$75.00, the employee shall pay the additional cost for the better quality shoe. Proof of purchase shall be provided in either case. The City shall provide steel tip protectors for shoes when the job requires such protection.
9. Sick Leave: Effective 7/1/07, new employees hired on, or after this date, upon retirement shall be paid for unused sick leave at the rate of pay at the time of such retirement at 100% per day up to a maximum of \$10,000. Unused sick leave valued in excess of this amount will be paid at a rate of 20% for the balance of days remaining.
10. Administrative Issues: Whereas in the course of conducting normal business, the City and OMEBA have identified administrative issues affecting both management and employees that may require clarification and follow-up action, the parties have agreed to convene a series of review meetings on these specific items: Dual Titles; OMEBA Membership; Sick Leave Bank Proposal; Workers Compensation; and the Preparation of an updated Master Contract document. Both parties agree to work cooperatively to schedule and attend the meetings convened for the resolution of each issue, undertake the follow-up work that may result from the discussions, and complete the review process by June 30, 2007.
11. Early Retirement Incentives: Per general discussions, from time to time the City will review the possibility of offering early retirement incentives to employees where feasible.

All terms and conditions contained in the Collective Bargaining Agreement between OMEBA and the City not addressed by this MOA shall remain in full force and effect.

CITY OF ORANGE

By: 

Dated: 12/13/06

LOCAL 32 OF OPEIU AFL-CIO  
OMEBA

By: 

Dated: 12/15/06